

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IMPINJ, INC.,

Plaintiff,

v.

NXP USA, INC.,

Defendant.

Case No. 19-cv-3161-YGR

JURY VERDICT FORM

FILED

JUL 14 2023

CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

United States District Court
Northern District of California

1 **WE, THE JURY IN THE ABOVE-ENTITLED CASE**, unanimously render the following verdict in
 2 accordance with the instructions provided by the Court:

3
 4 **SECTION A**

5 **With respect to the allegations of INFRINGEMENT as it relates to the 597 Patent:**¹

6
 7 On the cause of action for infringement of the **'597 Patent**, did Impinj prove, by
 8 a preponderance of the evidence, that the NXP products infringe any of the following claims of the
597 Patent?

	YES (for Impinj)	NO (for NXP)
Claim 1	<u>✓</u>	_____
Claim 15	<u>✓</u>	_____

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 28 ¹ As used herein, the '597 patent at all times refers to U.S. PATENT NO. 8,115,597.
 Impinj means Impinj, Inc. and NXP means NXP USA, Inc.

SECTION B

With respect to the allegations of INVALIDITY as it relates to the '597 Patent:



1. Anticipation

On the cause of action for invalidity of the '597 Patent, did NXP prove, by clear and convincing evidence, that any of the following claims is invalid as anticipated?

	YES (for NXP)	NO (for Impinj)
Claim 1	_____	_____ 
Claim 15	_____	_____ 

2. Obviousness

On the cause of action for invalidity of the '597 Patent, did NXP prove, by clear and convincing evidence, that any of the following claims is invalid as obvious?

	YES (for NXP)	NO (for Impinj)
Claim 1	_____	_____ 
Claim 15	_____	_____ 

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SECTION C

With respect to the allegations of INVALIDITY as it relates to the '302 Patent:²

Obviousness

On the cause of action for invalidity of the **'302 Patent, did NXP prove**, by clear and convincing evidence, that any of the following claims is invalid as obvious?

	YES (for NXP)	NO (for Impinj)
Claim 1	_____	_____✓
Claim 3	_____	_____✓
Claim 4	_____✓	_____
Claim 7	_____✓	_____

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² At all times as used herein, the '302 patent refers to U.S. PATENT NO. 9,633,302.

SECTION D

DAMAGES

Qualifying Sales

Did Impinj prove, by a preponderance of the evidence, that a substantial portion of activities of the sales transactions for NXP USA's sales to AdvanIDE Americas, Inc. that are shipped to Hong Kong occurred within the United States?

Yes ☒

NO ☐

If you answered YES, then you may include them in the damages calculation for either the '597 Patent and/or the '302 Patent. If you answered NO, then you may not include them in any damages calculation.

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DAMAGES FOR '597 PATENT

Did you answer "YES" to any question in Section A and answer "NO" to any question in Section B.

YES ✓

If "YES," then answer the questions on this page. If not, then go to next page.

Damages for the '597 Patent: Lost Profits

1. Did Impinj prove, by a preponderance of the evidence, that it would have made sales that NXP made of a product that infringes the **'597 Patent** if the infringing product had not been on the market?

YES (for Impinj) ✓

NO (for NXP) _____

IF NO, then skip to No. 4 below

(Damages for the '597 Patent: Reasonable Royalty)

2. IF YES, then what share of NXP's infringing sales, if any, did Impinj prove, by a preponderance of the evidence, that it would have made if the infringing product had not been on the market?

57 % (percent)

3. IF the percent is more than zero, what amount, if any, has Impinj proven, by a preponderance of the evidence, it is entitled to as lost profits to compensate for the sales it would have made if the infringing product had not been on the market?

\$ 17.68 million

CONTINUE TO NO. 4 BELOW (Damages for the '597 Patent: Reasonable Royalty)

Damages for the '597 Patent: Reasonable Royalty

4. What royalty rate has Impinj proven, by a preponderance of the evidence, that Impinj and NXP would have agreed to for the **'597 patent** as a percentage of revenue earned on each infringing sale?

3 % (percent)

5. For the infringing sales for which Impinj has **not** proved its entitlement to lost profits, what amount has Impinj proved, by a preponderance of the evidence, it is entitled to as a reasonable royalty for infringement of the **'597 patent**?

\$ 727,511

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DAMAGES FOR '302 PATENT**Did you answer "NO" to any question in Section C.**YES ✓

If "YES," then answer the questions on this page. If not, then go to next page.

Damages for the '302 Patent: Lost Profits

1. **Did Impinj prove**, by a preponderance of the evidence, that it would have made sales that NXP made of a product that infringes the **'302 Patent** if the infringing product had not been on the market?

YES (for Impinj) ✓

NO (for NXP) _____

IF NO, then skip to No. 4 below

(Damages for the '302 Patent: Reasonable Royalty)

2. **IF YES**, then what share of NXP's infringing sales, if any, did Impinj prove, by a preponderance of the evidence, that it would have made if the infringing product had not been on the market?

57 % (percent)

3. **IF the percent is more than zero**, what amount, if any, has Impinj proven, by a preponderance of the evidence, it is entitled to as lost profits to compensate for the sales it would have made if the infringing product had not been on the market?

\$ 17.79 million (\$17.68 million overlaps with '597 patent lost profits)

CONTINUE TO NO. 4 BELOW (Damages for the '597 Patent: Reasonable Royalty)

Damages for the '302 Patent: Reasonable Royalty

4. **What royalty rate has Impinj proven**, by a preponderance of the evidence, that Impinj and NXP would have agreed to for the **'302 patent** as a percentage of revenue earned on each infringing sale?

1.5 % (percent)

5. **For the infringing sales** for which Impinj has **not** proved its entitlement to lost profits, what amount has Impinj proved, by a preponderance of the evidence, it is entitled to as a reasonable royalty for infringement of the **'302 patent**?

\$ 366,379**GO TO NEXT PAGE**

SECTION E

WILLFUL INFRINGEMENT

If you answered "YES" to *any* question in Section A *and* answered "NO" to *any* question in Section B, then answer the following:

Did Impinj prove, by a preponderance of the evidence, that NXP's infringement of the '597 Patent was willful?

YES (for Impinj) _____

NO (for NXP) ✓ _____

If you answered "NO" to *any* question in Section C, then answer the following:

Did Impinj prove, by a preponderance of the evidence, that NXP's infringement of the '302 Patent was willful?

YES (for Impinj) ✓ _____

NO (for NXP) _____

ONCE THE JURY HAS COMPLETED THE VERDICT FORM, SIGN AND DATE BELOW, PLACE THE SIGNED VERDICT IN THE APPROPRIATE FOLDER, AND CONTACT THE COURTROOM DEPUTY.

Signed: Andrew He
Jury Foreperson

Juror Number: 6 _____

Dated: 7/14/2023 _____